SECTION – V

(VOLUME –1)

SPECIAL CONDITIONS OF CONTRACT

(SCC)

SPECIAL CONDITIONS OF CONTRACT
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SECTION - V

SPECIAL CONDITIONS OF CONTRACT

1.0 PROJECT DESCRIPTION:

1.1 The project envisages for upgradation of 66KV Substation at BWSSB T.G.Halli premises suitable for installation of 2 nos. of 66/6.6kV, 8 MVA transformers

1.2 The bidder shall quote for complete scope of the work specified in the tender.

1.3

1) The technical and commercial evaluations will be carried out offline.

2) The declaration of the status of the Bidders upon opening of price offers is intended to merely indicate the lowest of the quoted prices by the Bidders. The technical/commercial loading will be carried out on the quoted prices to arrive at the evaluated prices which will be the basis for declaration of the status of the Bidders.

3) The Bidders are required to quote the unit rates and the total bid price as per the price sheets uploaded. Bidders shall also indicate the total bid price in the mandatory field in the karnataka public procurement portal. In case of any discrepancy between the total price indicated in the uploaded price sheets and that filled in the karnataka public procurement portal, the highest of the two will be considered for evaluation and the lowest of the two will be considered for award. Bidders shall accept the same and in the absence of which the EMD deposited will be forfeited.

4) Irrespective of the nomenclature of the mandatory field in the karnataka public procurement portal for indicating the total bid price, the unit prices and total price shall be as per the tender conditions.

5) At present, only e-tendering feature in Karnataka public procurement portal is adopted in BWSSB. All other activities shall be as per the tender documents.

1.4 The contractor shall take precautionary measure to mitigate spreading of COVID-19 virus at the work places and also to have a regular health checkup of workers by engaging a Medical Doctor under the present circumstance of COVID-19.

2.0 SCOPE OF WORKS:

2.2 Contractor's Scope of Works:

The scope of work is: design, engineering, manufacture, testing at factory, supply on for destination site basis, transportation, storage, erection/installation, testing and commissioning of all the equipments/materials required for upgradation of 66KV switchyard at T.G.Halli.

The work shall include but shall not limit to the following:

2.2.1 ELECTRICAL WORKS:

Design, Engineering, Manufacturing, Testing and Supply on FOR Destination Site Basis, Transportation, Storage, Erection/Installation, Testing And Commissioning of all equipments and associated essential works including, but not limited, to the following for successful commissioning of sub-station.

i) Power Transformer – Not in Scope
ii) SF6 Circuit Breaker.
iii) Isolators.
iv) CT's/PT's/ CVT's
v) Lightning Arrestors
vi) Control & Relay Panels.
vii) Station Structures and Mounting Structures– Refurbishment works for upgradation
viii) Bus-Bar Materials, Bus-Post Insulators, Insulator Strings, Hard Wares, Clamps and Connectors, Aluminum Tubes, Bay Marshaling Boxes, Cable Supporting Angles / Channels, Cable Trays and Covers, Junction Boxes etc.– Refurbishment works for upgradation
ix) Control and power cables.
x) Testing, Maintenance and Condition Monitoring Equipments.
xi) Testing of all equipments individually and commissioning of sub-station.
xii) Preparation of fabrication/shop drawing manufacture/fabrication, proto-assembly and delivery of towers.
xiii) ACSR conductor and earth wire

xiv) All tower, conductor & ground wire accessories.– Refurbishment works for upgradation
xv) Insulator strings & accessories.
xvi) Providing approval from Electrical inspectorate for the work and connection.

2.2.2 **CIVIL WORKS:** – Refurbishment works for upgradation

a) Site preparation including gravel filling, re-spreading of gravel filling (in gravel filled area after excavations).
b) Formation of the Earth Mat.
c) Construction of Cable Ducts etc.
d) Foundations of Station Structures, Mounting Structures of Equipments, power transformers, SF6 Circuit Breakers, Isolators, CT's, PT's, etc.
e) Providing Security Fencing and Gate.
f) Providing Drainage System to the Station Yard.
g) Final Land Dressing, Gravel filling and Anti-weed Treatment.

Note: The Contractor has to supply all the materials required for the works including cement and steel.

2.2.3 **GENERAL:**

2.3 The mode of inland transportation (such as Rail, Road etc) shall be clearly indicated by the Bidder in his offer. This shall be again discussed and finalized with the Employer, depending upon actual conditions, before award of the-contract. The transportation charges shall be the same for all modes of Transport and shall be included in the contract price. The Transportation charges shall include unloading charges at site.

2.4 Bids not covering the entire scope of work shall be treated as incomplete and hence may be rejected.

2.5 For the purpose of supply of equipment and materials the work 'site' shall mean the locations where the goods are delivered and accepted by the Contractor. The Contractor shall decide the location of the site and set up his stores for purpose of storing the materials.

2.6 The equipments offered by the Bidder shall be complete in all respects with all mountings, fittings, fixtures and standard accessories. Any material and components not specifically stated in the specifications and documents and which is necessary for trouble free operations of equipments and accessories specified in these specifications, shall be deemed to

be included unless specifically excluded. All such equipments, accessories shall be supplied without any extra cost.

2.7 Insurance coverage for the equipment/ materials shall be from the manufacturer's work till taking over in accordance with the contract and shall include coverage for inland transportation, receipt of storage at site and erection, testing and commissioning at site prior to taking over by the Employer as per **clause 14.0** infra.

2.8 **Information required along with the Bids:**

a) The bids must clearly indicate the name of the manufacturer and the types of goods proposed to be supplied coming under the scope of the contractor. The bids should also contain drawings and descriptive materials indicating general dimensions, material from which the various components are manufactured, process tests during manufacturing, major construction/ erection equipments and tools proposed to be deployed and the method of erection of all equipments and the extent of pre-assembly involved.

b) The above information shall be provided by the Bidder in the form of separate sheets, catalogues etc, which shall be uploaded in the e-Procurement portal.

c) Any bid not containing sufficient descriptive materials to describe accurately the goods proposed may be treated as incomplete and non-responsive. Such descriptive materials and drawings submitted by the Bidder will be retained by the Employer. Any major deviation from these drawings and descriptive materials submitted will not be permitted during the execution of the contract without specific written permission of the Employer.

d) Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the goods or any other matter will not be considered.

e) **Additional information:**

The Bidder shall submit a list of recommended erection equipment/tools and tackles, which will be required for the purpose of various assemblies and erections under the contract. In the case the bid information contradicts the specification requirements; the specification requirements will govern unless

otherwise brought clearly in bidders technical / commercial deviation schedule.

2.9 **Drawing & Annexure:**

a) All drawings & annexure appended to this bidding document shall form part of the technical specification and supplement the requirements specified.

b) The technical specification shall be read and construed in conjunction with the drawings and the annexure to determine the scope of work and terminal points. **The successful Bidder shall not take up manufacturing of any equipments / materials and go ahead with the execution of works unless the drawings are approved. In case there is any discrepancy between the specification and approved drawings, the same shall be brought to the notice of the Employer within 15 days**.

c) The quantities shown on drawings and annexure are tentative for bidding purpose only. Any variation arising during detailed engineering stage will be taken into account for adjustment of contract price based on unit rates quoted in the bid.

2.10 **Site location and Local conditions:**

It will be imperative on each bidder to fully inform himself of all local conditions and factors which may have any effect on the supply and services covered under these documents and specifications.

It shall be understood and agreed that such factors have been properly investigated and considered in any bid that is submitted. No claim for financial adjustments to the contract awarded under these specifications and documents will be entertained by the Employer. Neither change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Employer, which are based on incorrect information or its effect on the contract to the Bidder.

The equipment shall be packed for transportation so as to meet the space and weight limitation of transport facilities especially along the rail / road. Approval from concerned railway authorities for movement of over dimensional consignment/package shall be obtained by the contractor before starting manufacture of such equipment.

2.11 The requirements, conditions, appendices etc., stated in various sections of volume-I, volume-II and volume-III shall be considered as part of this section as if bound together. in case of any discrepancy between the provisions of this section and other sections, the provisions of this section shall prevail.

2.12 Unless brought out clearly, the bidder shall be deemed to conform strictly to the bid documents. The bids shall, as far as possible, be according to the specifications. However, minor deviations, if any, shall be clearly brought out in the respective schedules of deviations. Any discrepancy between the specification and the catalogues of the bid, if not clearly brought out in the schedule, will not be considered as valid deviation.

3.0 BILL OF MATERIALS AND SUPERVISORY SERVICES:

3.1 List of materials to be supplied by the contractor is furnished in Section –1- Bill of Materials, Volume-II, and in Bid Proposal Sheets, Volume -III.

3.2 **Services:**

The Bidder shall quote his charges payable for providing services for erection, testing, commissioning and civil works etc, as brought out in the technical specifications and Bid Proposal Sheets. These shall be inclusive of all taxes, charges and incidentals and shall also include cost towards boarding, lodging and transportation of bidder's staff and labour, which shall be the responsibility of the bidder only. The above charges shall be in accordance with the clause 15.0 of section ITB during the currency of the contract.

4.0 QUALIFYING REQUIREMENTS OF BIDDERS:

The qualifying requirements are enumerated in section-I, Invitation for Bid –IFB, volume-I.

5.0 DUTIES AND POWERS OF THE ENGINEER AND ENGINEER'S REPRESENTATIVES:

5. 1 The duties of the engineer are to supervise the work of the contractor and issue suitable directions if needed. the scope of the duties of the engineer, pursuant to the contract will include but not limited to the following:

a) Interpretation of all the terms and conditions of these specifications and documents.

b) Witness, or authorize his representative to witness, tests and trial either at the manufacturer's work or at site or at any place where the work is performed under the contract.

c) Inspect, accept or reject any equipment material and work under the contract.

d) Review and interpretation of all the contractor's drawings, engineering data etc.

e) Issue certificate of acceptance and/or progressive payment and final payment certificates.

f) Review and suggest modifications and improvements in completion schedule from time to time.

g) Review the quality of work at all the stages of project implementation.

5.2 The Engineer, his duly authorized Representative and/or an outside agency acting on behalf of the Employer shall have at all the reasonable times, access to the Contractor's premises or works and shall have the power to inspect and examine the materials and workmanship of the works during its manufacture or erection and if part of the works is being manufactured or assembled at other premises or works, the contractor shall obtain for the engineer and for his duly authorised representative, permission to inspect, as if the materials /equipments are manufactured or assembled on the contractor's premises or works. on completion of the erection of the equipments and before commissioning each item, the equipments shall be thoroughly cleaned and then inspected jointly by the engineer and the contractor for correctness and completeness of installation so that the equipments are ready for pre-commissioning tests to be performed. The Contractor's commissioning engineers shall be responsible for carrying out all the pre-commissioning tests of the various equipments/ lines installed in the sub-stations / transmission lines.

5.3 The following actions are however subject to approval of the Employer:

a) Approving subletting of any part of the works.
b) Determining extension of time.
c) Issuing a variation order except:

i.) In an emergency situation as reasonably determined by the Engineer.
ii.) If such variation order would increase the contract price.

5.4 The Engineer's representatives are responsible to the Engineer and their duties are to watch and supervise the works, to test and examine any materials to be used or workmanship employed in connection with the works. He has no authority to relieve the Contractor of any of the duties or obligations under the contract nor except as expressly provided hereunder or elsewhere in the contract, to order any work involving delay or any extra payment nor to make any variations of/or in the works.

5.5 The Engineer may, from time to time, delegate in writing to the Engineer's representative any of the powers, authorities vested with the Engineer and furnish to the Contractor a copy of all such written delegation of powers and authorities. Any written instruction or approval given by the Engineer's representative to the Contractor within the terms of such delegation, but not otherwise, shall bind the Contractor and the Employer as though it has been given by the Engineer provided always as follows:

a) Failure of the Engineer's representatives to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal or breaking thereof.

b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm, reverse or vary such decision.

5.6 **CLAIMS:**

5.6.1 The Contractor shall send to the Engineer's representative, once in every month, an account giving particulars, full and as detailed as possible, of all claims for any additional payment to which the contractor may consider himself entitled and of all extra, or additional work ordered by the engineer which he has executed during the preceding month. No final or

interim claim for payment for any such work or expense will be considered which has been included in such particulars. Provided always that the Engineer shall be entitled to authorize payments to be made for any such work or expense, notwithstanding the Contractor has, at the earliest opportunity, notified the Engineer in writing that he intends to make a claim for such work. but not from any other clause, the amount of the contract price shall be adjusted by such sum as may be agreed between the Contractor and Engineer or failing agreement, fixed by the Engineer having regard to all the materials and relevant factors including the Contractor's Site and general overhead costs of the contract.

6.0 BASIS OF EVALUATION:

As this bid document is for Item wise construction, covering supply of all matching materials/equipments, erection, testing and commissioning of sub-stations, the Bidder shall quote for all the equipments identified under Contractor’s scope of supply and services mentioned. The offer will be considered as **“incomplete”** and the bid **will be liable for rejection at the discretion of the Employer**, if all the equipments identified under Contractor’s scope of supply and services are not offered. The total quoted price for all the scope in each schedules including the cost of the mandatory spares will be the basis for evaluation. The Contractor shall quote his rates for all the items of materials identified under Contractor’s Scope of supply and works included in the Bid Proposal Sheets, even if there is no requirement at present, in the "Schedule of Requirement Sheet". The evaluation will be based on the schedule of requirements indicated in the Bid Proposal Sheets. However, the payment will be as per actual based on the unit rate quoted.

The following factors will also be taken to evaluate the bid in addition to above.

a) The cost of components.

b) Services indicated.

c) Cost of special tools and tackles required and mandatory spares.

d) Erection charges including civil works.

e) Testing and commissioning charges.

f) Delivery / Completion schedule offered.

g) Any technical deviation having financial implications.

7.0 Procedure for evaluation of technical bid:

7.1 The bids are liable to be treated as non-responsive if the offers do not comply with the following:

1. Qualifying requirements of the bidder shall be as per clause 11.0, section - 1, Invitation for Bid- IFB, volume-I.
2. Financial capability of the bidder shall be as per clause 11.6, section - 1, Invitation for Bid- IFB, volume-I.
3. Qualifying requirements of the sub-vendors / manufactures of bought out item shall be as per clause 11.0 Section -1, Invitation for Bid- IFB, volume -I.
4. Bid Security/EMD shall be furnish as per clause 22.0 section-II, Instructions to Bidder-ITB, volume-I.
5. Completion period shall be as specified in the bid.
6. Technical particulars of all the equipments/ materials shall be complying with the provisions of technical specifications volume-II.
7. Bid shall be submitted for the entire Scope of Package.
8. Bid containing certificate for acceptance to important conditions as per clause No. 19 of section-V, Special Conditions of Contract- SCC, Volume-I.

8.0 TERMS OF PAYMENT:

8.1 All the payment will be made by the Executive Engineer (Kaveri-O&M)-3 division under whose supervision the contract work is executed.

8.2 EQUIPMENT/MATERIALSUPPLY:

The price component of equipment/material supplied to site by the contractor will be paid as indicated in the below mentioned sub-paragraphs.

8.2.1 STAGES OF PAYMENT:

The terms of payments will be as stated below;

(1) **(60%) Sixty Percent towards receipt of materials at subject to the following:**

i. Material Acknowledgement Statement issued by the consignee Divisions.
ii. Copy of the Certificate of Transit Insurance.
iii. Pre-dispatch clearance certificate issued by the Employer, prior to dispatch of the consignment.
iv. Packing list/ bill of materials.
v. Contractor’s Detailed Invoice.

vi. Test Certificates.
vii. Physical Verification Certificate by the site Engineers.

(2) (**20%) Twenty Percent** on erection of the equipments/materials.

(3) **(20%) Twenty percent** on successful completion of Testing and commissioning operations, and on submission of required number of reproducible, manuals, approved drawings, test report and pamphlets and complete documents pertaining to Transformer.

8.3 The bills will be passed on the basis of the following certificates:

1. Certificate recorded by the Contractor that the materials/equipments are received as per the terms and conditions of the purchase order placed for materials and agreement entered into by contractor with BWSSB.
2. Certificate recorded by the Junior Engineer /Asst. Engineer designated as "**Site Engineer or Engineer in charge of work**" to the effect that the materials/equipments are actually received in the store of the contractor or at site as per the terms and conditions of the purchase order placed for materials and agreement entered into by him with BWSSB.
3. Certificate by the Asst. Executive Engineer who is the sub-divisional officer in charge of the contract to the effect of the receipt of materials/equipments.
4. Countersignature of the Executive Engineer in charge of the work and who is the divisional officer under whose jurisdiction the contract is being executed.

8.4 It is made clear that, notwithstanding anything contained to the contrary in the bid documents elsewhere, storage insurance for materials/ equipments stored at the site by the Contractor shall be to Contractor's account alone and no amount whatsoever is payable by the Employer.

8.5 In respect of civil works, the quantities are mentioned in numbers/cmt, sets & meters. In respect of quantities mentioned in meters, the same are furnished based on the layout. **In case of any variation in the quantity, the actual quantity executed will be reckoned for payment.**

8.6 The Bidder shall furnish a detailed billing break-up for the erection price component of the package which shall be

mutually discussed with the Employer and finalized before signing of the contract. Progressive payments for erection will be made on monthly bills of the work completed, as per the billing breakup, based on certification by the Engineer.

8.7 The total payments towards supply of equipments/material and erection charges etc., as per the contract shall be governed by the clauses 34.0 & 35.0 of section –III, General Conditions of Contract-GCC, volume-I.

8.8 Wherever ceiling quantities are indicated in the Bid Proposal Sheets, the payment will be limited to the ceiling quantity/ies vis - a - vis actual quantity/ies (arrived at after engineering) whichever is less.

9.0 TAKING OVER:

Upon successful completion of all the tests to be performed at site on equipments erected by the Contractor, the Engineer shall issue to the Contractor a "**Taking Over Certificate**" as a proof of the final acceptance of the equipment. Such certificates shall not reasonably be withheld nor will the Engineer delay the issuance thereof on account of minor omissions or defects, which do not affect the commercial operation and/or cause any serious risk to the equipment. Such certificates shall not relieve the Contractor of any of his obligations, which otherwise survive by the terms and conditions of the contract after issuance of such certificate.

10.0 WORK SCHEDULE:

10.1 The Bidder shall include in this **Work Schedule** his program for furnishing Designs, Testing, and Supply of Materials (in his Scope), when the Employer supplied equipments to be provided (if any) and erecting the equipments and commissioning covered in the bid documents. The program shall be in the form of **Activity Chart** identifying key phases in various areas of the total works like procurement of materials and bought out items, testing, manufacture, deliveries and field activities. The **Activity Chart** shall conform to the following scheduled commissioning period reckoned from the date of letter of award/ letter of intent (as applicable):

"COMMISSIONING PERIOD IS TWO (02) MONTHS FROM THE DATE OF LETTER OF AWARD/ LETTER OF INTENT (AS APPLICABLE) INCLUDING MONSOON PERIOD"

While preparing the above-mentioned Activity Chart, the Contractor may take guidance from the tentative dates of various activities indicated in the technical specification. The Employer has no objection to modify the intermittent activities without affecting the final completion schedule. However, all the schedules shall be approved by the Employer.

This **Activity Chart** will be discussed and agreed to before the award of contract. It may be required by the Employer to revise the periods indicated above based on the interface requirements of the project. Such revisions, if made, will be finalized before the award of contract. The provisions of clauses 14.0 and 44.00 section –III, General Conditions of Contract-GCC, volume-I and clause 13.0 section –V, Special Conditions of Contract-SCC, volume-I regarding **penalty** leviable for delays shall become effective after the dates mentioned above.

10.2 After the award of the contract, the Contractor shall Plan the sequence of work of manufacture and erection to meet the dates stated above and shall ensure that all work / manufacture, shop testing and dispatch of the equipment and materials is in accordance with the required construction / erection sequence.

10.3 The provisions of **penalty** leviable in case of delay in completion shall become effective after the periods mentioned above for successful completion of testing and commissioning.

10.4 Within one month of notification of award, the contractor shall submit for review and approval, detailed network schedules based on **Activity Chart** (mutually agreed by the Employer and Contractor) to the Engineer showing the logic and duration of activities in the following areas:

a) Detailed Engineering, Procurement (including bought out items and raw materials), manufacture, shop inspection, testing, dispatch and receipt at site in case of equipments/materials in the scope of the Contractor.

b) Detailed erection and commissioning activities covering the complete scope of work.

c) Inputs required from Employer (including handing over of Employer supplied equipments/materials to the contractor) for smooth and timely execution of Contract and also major details / information to be submitted by Contractor for further related Engineering to be done by Employer / Consultant. These are to

be identified in the network based on details finalized during pre- award discussions.
After approval of the Activity Chart, the Contractor shall submit one reproducible of the Activity Chart as well as detailed network with sufficient nos. of prints as desired by Employer.

10.5 Detailed erection and commissioning program including pre-erection activities covering manpower deployment, tools and plants mobilization etc., shall be submitted by Contractor within suitable time as agreed to during pre- award discussions.

10.6 Detailed drawing schedule based on programs referred above shall be submitted by the Contractor within 15 days time from the notification of award, in the format to be specified by the Employer.

10.7 Detailed cash flow in accordance with terms of payment and in line with agreed work schedule should be submitted within thirty (30) days after the award.

10.8 The Contractor shall submit to the Engineer, his manufacturing and delivery schedules for all equipment's, within thirty days (30 days) from the notification of award. Such schedules shall be in line with the detailed network for all phases of the work of the contract. Such Schedules shall be reviewed, up-dated and submitted to the Engineer by the Contractor, once in every two months thereafter, only for the purpose of progress monitoring. Schedules shall also include the materials and equipment purchased from outside suppliers.

10.9 The Contractor shall submit to the Employer/Engineer the detailed Bill of Materials, within **45 days** of the notification of award. Additions / deletions to the Bill of Materials, during detailed Engineering will also be incorporated in the Bill of Materials within 2 weeks of the approval of the drawings, if such approval of drawings necessitates the change.

10.10 Within one week of approval of the **Activity Chart**, the Contractor shall forward to the Engineer copies of the computer run data if it be so required. The type of output and number of copies of each type to be supplied by the Contractor shall be determined by the Engineer.

10.11 The **Activity Chart** shall be updated at a frequency mutually agreed upon for the purpose of monitoring. However,

for the purpose of identification of Contractors Contractual liability, the agreed **Activity Chart** referred in clause 10.1 shall only be applicable. Monthly review of the progress and identification of necessary corrective actions as may be desired by the Engineer. The meeting will be attended by the Engineer or his authorized representatives and such responsible representatives of the Contractor as may be considered necessary by the Engineer. Such meeting shall be attended by the Contractor's representatives at the Contractor's own Cost. The Contractor shall be responsible for recording the proceeding of the meeting(s), a report of which shall reach the Employer or the Engineer not later than seven (7) days after the meeting (s).

10.12 Access to the Contractor's and sub-vendor's/ sub - contractor's Work shall be granted to the Engineer at all reasonable times for the purpose of ascertaining the Progress.

10.13 During execution of the contract / manufacture/ erection / commissioning, the Contractor shall furnish fortnightly progress reports to the Engineer in a format to be specified by the Engineer indicating the progress up to the month as against scheduled and anticipated completion dates in respect of activities covered in programs/ schedules referred above. If called for by the Engineer, the Contractor shall also furnish to the Engineer resources data in the specified format(s), and time schedule(s). The Contractor shall also furnish any other information necessary to ascertain progress, if called for by the Engineer.

11.0 INDEMNITY BOND:

11.1 It will be the responsibility of the Contractor to take delivery, unload and store all the **Material/ Equipments**. The Contractor shall execute an Indemnity Bond as per the proforma enclosed to section ITB in favour of the Employer against loss, damage and any risks involved for the full value of these materials. This Indemnity Bond shall be furnished by the Contractor before commencement of the supplies and shall be valid till the scheduled date of testing, commissioning and handing over of the work to the Engineer.

11.2 For the equipments/materials to be provided by the Employer, the Contractor shall adopt the following procedure to take delivery of equipments/ materials:

a) The dispatch title documents will be handed over to the Contractor only after obtaining a trust receipt in respect of plant, equipment and materials as per prescribed proformas enclosed herewith as Annexure-XIII
b) The Indemnity Bond as per proforma, enclosed as annexure VIII & IX shall be executed by the Contractor.
c) BWSSB will also issue a separate authorization letter to the Contractor to enable him to take physical delivery of materials / plant / equipments.

12.0 CONTRACT PRICE ADJUSTMENT:

In accordance with clause 15.0 of Section –II, Instruction to Bidder-ITB, and clause 33.0 of section –III, General Conditions of Contract-GCC, volume-I.

13.0 PENALTY FOR DELAY IN COMPLETION:

13.1 The Bidder shall clearly note that time is the essence of the contract and the sub-stations shall be completed within the time frame specified in clause no.10.1 supra and hence no time extension shall be allowed on any account. If the Contractor fails to successfully complete the trial operation in terms of the contract, within the time fixed under the contract or any extension thereof granted by the Employer by way of amendment to the notification of award/ contract agreement, the contractor shall pay to the Employer.

STATION: Completion period 6 (SIX) Months for the Sub-Stations			
No. of Stages	**Activities**	**Completion Period (cumulative)**	**Percentage of Penalty**
Milestone-I	i) Submission of relevant drawings/vendors, Supply of all materials / equipments (SF6 Circuit Breaker, Isolators. CT's/PT's/ CVT's Lightning Arrestors Control & Relay Panels. Station Structures and Mounting Structures– Refurbishment works for upgradation Bus-Bar Materials, Bus-Post	6 Months	0.1% per day of the contract value pertaining to this mile stone. "If project is completed 100% in all respect as per the stipulated completion time, then penalty levied for Milestone I & II shall be waved.

	Insulators, Insulator Strings, Hard Wares, Clamps and Connectors, Aluminum Tubes, Bay Marshaling Boxes, Cable Supporting Angles / Channels, Cable Trays and Covers, Junction Boxes etc.– Refurbishment works for upgradation Control and power cables. Testing, Maintenance and Condition Monitoring Equipments. Testing of all equipments individually and commissioning of sub-station. Preparation of fabrication/shop drawing manufacture/fabrication, proto-assembly and delivery of towers. ACSR conductor and earth wire All tower, conductor & ground wire accessories.– Refurbishment works for upgradation Insulator strings & accessories. Providing approval from Electrical inspectorate for the work and connection.) and Erection, testing/commissioning of Power Transformer Yard.		If the sum of the penalty liability exceeds the balance amount due for payment to the contractor for the work, then in such case, the same shall be recovered from the balance 3% retention money payable/ Security Deposit BG shall be encashed, against submission of required number of reproducible, manuals, approved drawings, test report and pamphlets and complete documents pertaining to Power Transformer." In case the successful bidder fails to execute the supplies/works as per the program or opinion of purchaser, the supplies/works are progressing at a slow pace, the Employer reserves its right to get the balance or part of supplies/works executed through other agencies at the risk and cost of the agencies, this is in addition to the right of the BWSSB to recover any damage from the contractor and also blacklisting.

13.2 Void.

13.3 The total amount of **penalty** for delay under the contract shall be subject to a maximum of ten percent (10%) of the total

contract price & the Employer has got every right to terminate the contract without any liability if it crosses 10%.

13.4 Recovery of Penalty:

The following procedure shall be adopted for recovery of the 10% penalty amount on total contract value from the turnkey agency for delay in completion of the project.

a) Calculate the penalty recoverable from agencies as per DWA terms and conditions for those works delayed beyond contractual agreement period.

b) Limit the recovery of penalty to 10% of each bill value admitted in case of supply / Civil / erection bills.

c) If the total penalty to be recovered is not fully recovered under Supply / Civil / Erection bills, the balance penalty has to be recovered in lump sum out of the final 10% retention bills of works.

14.0 STORAGE-CUM-ERECTION INSURANCE:

14.1 All the equipment and materials being supplied by the Contractor for the package shall be kept completely insured by the Contractor at his cost from the time of dispatch from their works, up to the completion of erection testing and commissioning at site and taking over of the sub-stations by the Employer in accordance with the contract.

14.2 Further all the equipment and materials being supplied by the Employer for the erection as per technical specification shall be kept insured by the Contractor against any loss, damage, pilferage, theft, fire etc. from the time of unloading up to the time of taking over by the Employer including handling, transportation, storage, erection, testing and commissioning etc. The premium to be paid to the insurance company by the contractor for such insurance shall be included in the total bid price.

14.3 It will be the responsibility of the Contractor to lodge, pursue and settle claims with the insurance company in case of any damage, loss, theft, pilferage or fire and the Employer shall be kept informed about it. The Contractor shall be responsible for the, replacement of losses, damage etc. in the execution of the

contract to any equipment/ material either supplied by the Contractor or issued to the Contractor by BWSSB irrespective of the time or amount of receipt of insurance claim. Any loss in this shall be to the Contractor's account.

15.0 LATENT DEFECT WARRANTY:

15.1 The period of latent defect warranty, for equipments/materials supplied by the Contractor, in terms of Clause- 15.0, Section – III, General Conditions of Contract-GCC, Volume-I, shall be limited to 18 Months from the date of expiry of Guarantee period.

16.0 GUARANTEES AND LIQUIDATED DAMAGES FOR NON-PERFORMANCE:

16.1 Included in 21.1.**Hence clause deleted.**

17.0 PRE-COMMISSIONING TESTS AND TAKING OVER:

17.1 <u>Pre-Commissioning Tests:</u>

On completion of erection of the sub-stations equipments and before charging, each item shall be thoroughly cleaned and then inspected jointly by the Employer or his duly authorized representative and the Contractor for correctness and completeness of installation and acceptability for charging leading to initial pre - commissioning. The Contractor’s commissioning engineers, specifically identified as far as possible, shall be responsible for carrying out all the pre-commissioning checks. On completion of inspection, checking and after the pre-commissioning tests are satisfactorily over, the complete stations shall be ready for charging.

During the pre-commissioning checks, the operations shall be under the supervision of the Contractor, but the schedule of operations shall be agreed to by the Employer and the Contractor. During the tests, the safety of the stations materials etc., is the responsibility of the Contractor. During the pre-commissioning, commissioning and performance guarantee tests, the operations will be under the supervision of the Contractor, if the tests are being carried out by him. In case the tests are being carried out by a third party, the operations will be under the control of the Employer. In both cases, all aspects of the tests shall be agreed to by the Employer and the

Contractor The safety of the equipment shall be the responsibility of the Contractor.

17.2 Rejection:

17.2.1 The Employer will reject any material/equipment supplied by the Contractor if, during tests, or service, any of the following conditions arise when the provisions under the relevant clause of the general conditions of contract shall immediately become applicable:

1) Material/Equipment, including its components is proved to have been manufactured not in accordance with the agreed specifications.

2) Material/Equipment fails on any test indicated in the technical specification.

17.2.2 The Employer reserves the right to retain the rejected equipment and take it into service until the bidder replaces, at no extra cost to the Employer, the defective material by a new material. Alternately the Bidder shall repair or replace the equipment within a reasonable period to the satisfaction of the Employer at no extra cost to the Employer. **Till the equipments are replaced, the performance bank guarantee will not be released by the Employer**.

17.3 TAKING OVER:

When the whole of the works have been completed and have passed all the tests on completion, prescribed in the contract, to the satisfaction of the Engineer, the Engineer shall issue to the Contractor a Taking Over Certificate, as proof of the final acceptance of the Stations. Such certificate shall not unreasonably be withheld nor will the Engineer delay the issuance thereof on account of minor omissions or defects, which do not affect the commercial operation and/or cause any serious risk to the Sub-Stations. Such certificate shall not relieve the Contractor of any of his obligations which otherwise become due, by the Terms and Conditions of the contract, after issuance of such certificate. The Contractor shall give an Undertaking to finish with due expedition any outstanding work during the warranty period.

The Contractor shall hand over the following documents in 8 sets at the time of handing over the Stations to the Engineer for reference and records:

a) Brief details of the Sub-Stations.

b) The detailed drawing of the Sub-Stations showing the dimensions, reduced levels, road formations etc.

c) The detailed Lay out and Single Line Diagram of the Sub-Station.

d) The Name Plate Details and Brochures of all Equipments.

e) The Factory Test results and Pre-Commission Test results of all Equipments.

f) The Drawings/ Maintenance Manuals of all Equipments.

g) The Schematic Diagrams of all Control and Protection Circuits and Drawings of all A. C and D C Circuits.

h) The Foundation details of all Equipments and Station Structures and Control Room.

i) The Earth Tests results and Earth Mat Drawing of Sub-Station.

j) The G.A. and Schematic Drawings of C & R Panels.

k) Set of approved drawings of all others materials such as Insulator, Conductor, Hardware's, Accessories Etc.,

18.0 Not in the Scope

19.0 CERTIFICATE REGARDING ACCEPTANCE OF IMPORTANT CONDITIONS:

19.1 It is brought to the specific notice of the Bidders that they are not permitted to take any deviations whatsoever to the following conditions:

a) **Terms of Payment:**
Clause 34.0 of Section–III, General Conditions of Contract-GCC, Volume-I and Clause 8.0 of Section –V, Special Conditions of Contract-SCC, Volume-I.

b) **Bid Security /EMD:**
Clause 22.0, Section –II, Instruction to Bidder-ITB, Volume-I.

c) **Contract Performance Guarantee.**
Clause 39.0, Section––II, Instruction to Bidder-ITB, Volume-I.

d) **Penalties for Delay.**
Clause 14.0 Section –III, General Conditions of Contract-GCC, Volume-I and Clause 13.0 of Section –V, Special Conditions of Contract-SCC, Volume-I.

e) **Price basis**
Clause 13.0 & 15.0, Section–II, Instruction to Bidder-ITB, Volume-I.

f) **Guarantee.**
Clause 15.0 Section–III, General Conditions of Contract-GCC, Volume-I.

g) **Work Schedule.**
Clause 10.0 Section –V, Special Conditions of Contract-SCC, Volume-I.

h) **Taxes and Duties:**
Clause 14.0 Section–II, Instruction to Bidder-ITB, Volume-I

19.2 Bidders shall be required to furnish a certificate in format enclosed at Annexure**-**I for acceptance of important conditions mentioned in 19.1 above in a separate envelope containing Bid Security.

20.0 GENERAL INFORMATION:

20.1 The requirements stated in and schedule/ annexure appended to the conditions of contract, bid proposal sheets, technical specifications and exhibits/ enclosures shall apply to and shall be considered as a part of this section as if bound together

20.2 The design and workmanship shall be in accordance with best engineering practices to ensure satisfactory performance throughout the service life of the equipment.

20.3 In case of discrepancy between the conditions specified in General Conditions of Contract (GCC) and this Section (SCC), the stipulations specified in this Section (SCC) shall prevail.

21.0 GUARANTEES, PENALTIES FOR NON- PERFORMANCE

21.1 The bidder shall guarantee that the equipment offered shall meet the rating and performance requirements stipulated for various equipments covered in this specification **/ GTP offered and accepted and also in the techno-commercial sheets submitted and accepted by the Employer.** The Bidder shall also furnish a declaration in the manner prescribed and included in the relevant schedule of Bid form & price schedules for guarantees which shall attract levy of **Penalty** for non-performance.

21.2 If the guarantees are not established at factory tests, then the Employer at his discretion may reject or accept the equipment after assessing the **Penalties** as per table below in clause 21.4 against the Contractor and such amounts shall be deducted from the contract price or otherwise recovered from the contract.

21.3 In case of Power Transformer the guaranteed loss at rated voltage for each equipment shall be corrected in accordance with IEC-289 & IEC-76 by multiplication with square of the ratio between measured current (at rated voltage) and rated current for the purpose of comparison of guaranteed losses with measured losses for levy of **Penalties.**

The transformers will be accepted as long as the measured losses towards No load loss and the Load loss including the auxiliary loss put together is within 10% over and above the sum of the guaranteed losses. And also, the measured losses in respect of No load loss and the Load loss including the auxiliary loss shall not exceed 15% of the guaranteed loss. However, penalty will be levied to the extent to which the individual losses have been exceeded over and above the individual guaranteed losses quoted, in the tender at the capitalized cost indicated in the table below in clause 21.4.

The transformers shall be rejected, if the tested/measured losses towards No load loss and the Load loss including the auxiliary loss put together exceeds 10% of the total guaranteed losses and also the individual component of losses (i.e No load loss and the Load loss including the auxiliary loss) exceeds 15% of the guaranteed loss.

21.4 **Differential Price Factors and Evaluation: - Not Applicable**

a) The factors and the respective Indian Rupees Value per unit of differential loss for the purpose of calculation of Differential Price for the bid shall be as stipulated below:

Equipment	Parameter to be taken for applying Differential Price element (F)	Value of F in Indian Rupees per unit of parameter differential

c) The best parameter of loss quoted at rated voltage, rated frequency, rated current and at 75deg.C for each equipment by any technical responsive bidder shall be taken as basis and that quoted by the particular Bidder shall be used to arrive at differential price to be applied for the bid.

22 FURTHER THE FOLLOWING CONDITIONS WILL ALSO BECOME PART OF THE AGREEMENT WHICH MAY PLEASE BE NOTED.

a) Rates quoted by the contractor / firm is inclusive of all taxes and duties but excluding GST.
b) The contractor / firm should mandatorily pay by themselves the necessary Entry Tax & other applicable taxes without fail.
c) Materials purchased with regards to work contract, the Board will not issue e-Sugam numbers.
d) The Contractor shall use tertiary treated water from BWSSB wherever available for Construction, Hydro testing at the prevailing rates of BWSSB.
e) The Supply of pipes and other materials shall be initially for only 50% of the quantity of BOQ is considered and further supply will be as per the recommendations of the Engineer In-charge based on the requirement.
f) All required permissions/ROW issues from all concerned departments shall be obtained from the contractor and Board Engineers will assist for the same.
g) No Variation work will be executed by the firm unless approval is conveyed from the Competent Authority.
h) One designated qualified safety officer/Engineer shall be deployed at site from the firm.
i) Jurisdiction of Courts/Arbitration: The sitting of arbitration shall be held at Bangalore only and nowhere else.
j) Dispute of any kind arising out of the contract shall be resolved within the jurisdiction of Bangalore City only and the parties agree and clearly understand that the courts/tribunals situated at

Bangalore Metropolitan City have exclusive jurisdiction for the redressal of the disputes arising out of the contract and at no other place.

k) The Parties further agree and understand that the place or places of issue of bank guarantee other than Bangalore will have no jurisdiction to resolve dispute of any kind relating to enforcement of the bank guarantees submitted by the contractor at Bangalore for the execution of the contract at Bangalore.

l) The contractor shall comply with all the legal requirements in the matter of employment of workmen and provide all safety gadgets to the workmen while working in the hazards place or conditions during the execution of the contract.

m) Contractor shall be fully responsible in the event of death of employee/workman during the execution of the work and liable to pay adequate compensation to the dependents of employee/workman as per law.

n) On his/their failure, if the Board is made to pay compensation the same shall be recovered by the Board from the contractor out of the amounts due to the contractor or by appropriate legal action.

o) If death of any employees occurs during execution of work due to negligence of contractor, the contract will be liable for termination.

p) In the event of such termination, the employer may consider blacklisting of firm after due notice.

q) In case of any death or accident the contract will be cancelled after following due process.

r) The Board will be entitled to claim exemplary damages from the contractor in case of death of any work man / employees of the contractor in any of the BWSSB works as it damages the reputation of the Board